

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM436996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Winning Laboratories, Inc.		07/28/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 N. Wacker Dr., 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1896764	MIMI BEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3128637267		
<b>Email:</b>	jaclyn.digrande@goldbergkohn.com		
<b>Correspondent Name:</b>	Jaclyn Di Grande - Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E Monroe St., Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6492.212		
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande		
<b>SIGNATURE:</b>	/jaclyn di grande/		
<b>DATE SIGNED:</b>	07/28/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28th day of July, 2017, by Winning Laboratories, Inc., a California corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

### WITNESSETH

WHEREAS, certain affiliates of Grantor, Grantee and the lenders identified therein are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to one or more affiliates of Grantor by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Amended and Restated Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark, including, without limitation, each Trademark application and registration filed with the United States Patent and Trademark Office ("U.S. Trademark") listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

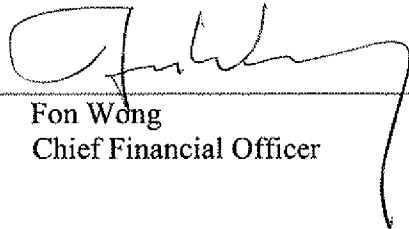
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, Grantee shall, at the sole cost and expense of Grantor, execute all documents, make all filings and take all actions reasonably requested by Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein.

**[Signature page follows]**

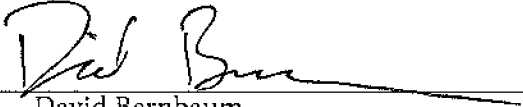
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WINNING LABORATORIES, INC.

By   
Name Fon Wong  
Title: Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By   
Name David Bernbaum  
Its Vice President

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

Trademark / Image	Reg. #	Reg. Date
MIMI BEAR	1896764	05/30/1995